REMARKS-General

1. The newly drafted independent claim 23 incorporates all structural limitations of the original claim 1 and includes further limitations previously brought forth in the disclosure. No new matter has been included. All new claims 23-44 are submitted to be of sufficient clarity and detail to enable a person of average skill in the art to make and use the instant invention, so as to be pursuant to 35 USC 112.

2. With regard to the rejection of record based on prior art, Applicant will advance arguments to illustrate the manner in which the invention defined by the newly introduced claims is patentably distinguishable from the prior art of record. Reconsideration of the present application is requested.

Regarding to the Rejections of Claims 1-6, 10 and 18 under 35USC102

3. The examiner rejected claims 1-6, 10 and 18 under 35USC102(e) as being anticipated by Powell (US 2001/0032189) as supported by provisional (US 60/173,170). Pursuant to 35 U.S.C. 102, "a person shall be entitled to a patent unless:

(e) the **invention** was described in (1) an application for patent, published under section 122(b), by **another** filed in the United States before the invention by the applicant for patent or (2) a patent granted on an application for patent by another filed in the United States before the invention by the applicant for patent, except that an international application filed under the treaty defined in section 351(a) shall have the effects for purposes of this subsection of an application filed in the Untied States only if the international application designated the United States and was published ender Article 21(2) of such treaty in the English language."

4. In view of 35 U.S.C. 102(e), it is apparent that a person shall **not** be entitled to a patent when his or her **invention was described** in an application patent which is published under section 122(b) by **another** filed in the United States before the invention by the applicant for patent.

5. However, the Powell patent application and the instant invention are **not the same invention** according to the fact that the disclosure of Powell patent

application does not read upon the instant invention and the newly drafted independent claim 23 of the instant invention does not read upon Powell patent application either.

6. The applicant respectfully identifies the differences between the instant invention and Powell for the purpose of overcoming the rejections under 35USC102(e) as follows:

(A) Regarding the newly drafted claim 23, Powell fails to anticipate a Consumer-to-Business method for consolidating consumer powers in activating market economy, comprising the steps of:

(a) providing a Consumer-to-Business (C2B) network, and a central processing web site which is run and managed in a Central Processing Center (CPC) through the Consumer-to-Business (C2B) network;

(b) accepting registration of one or more invention products in an information database of the C2B network, and storing invention information of the invention products provided by Inventors; wherein the registration comprises the steps of taking part into ***surveys regarding interests and needs in the invention products*** for each of the registered Consumers, and storing the information provided by the registered Consumers into a purchasing database;

(c) storing information given by registered consumers regarding to specific needs of product in the information database of the C2B network;

(d) matching at least one invention product in the information database with the information provided by the registered consumers regarding the ***specific needs*** of the product;

(e) accepting orders of at least one of the invention products through the Consumer-to-Business (C2B) network from at least one of the registered consumers, in such a manner that the registered consumer is able to decide to ***selectively purchase the corresponding invention products at a predetermined volume and a predetermined price***, and requesting payments from the registered consumers for the ordered invention products of the registered consumers, wherein the registered

consumer is also allowed ***to designate a place for picking up the invention products***;

(f) determining and contracting with one or more suppliers as contracted suppliers to produce the ordered invention products at the predetermined volume, wherein the determining and contracting with the suppliers are accomplished through the steps of step of analyzing the purchasing database by the Central Processing Center (CPC) to determine most demanded invention products from the registered invention products requested by the registered consumers and leave other the registered invention products with lower demands for further uses, locating potential suppliers and negotiating for best terms and specifications of the demanded invention products by the Central Processing Center (CPC), and placing deposit from the registered consumers directly to the contracted supplier upon agreement made between the Central Processing Center (CPC) and the contracted Supplier; and

(g) delivering the order product from the contracted suppliers to ***the designated place of the registered consumer*** respectively.

(B) Powell generally discloses a method and apparatus for effectuating ***bilateral commerce in ideas***. The system disclosed in Powell is both an originator-(400) and user-driven (300) online commercial network system designed to facilitate idea submission, purchase and licensing and is easily adapted to business-to-business transfers of innovation as well as consumer-to-business transfers of innovation (Powell, Abstract). The invention disclosed in Powell allows originators of ideas to communicate nondisclosing synopses of ideas globally to potential users, for users conveniently to search for relevant ideas and for users potentially to bind an originator (400) to a limited duration license (120a) granting user the exclusive right to access and consider confidentially the originator's fully disclosed idea (130a). The invention also allows users (300) to communicate confidentially or nonconfidentially unsolved problems or needs globally to potential originators, for originators conveniently to search for relevant unsolved problems. In particular, Powell discloses a method of using a computer to conduct a transaction between a user and an originator, comprising the steps of inputting into the computer a basic description and a corresponding detailed description of the user's unmet need or unsolved problem; permitting the originator to access the basic description of the user's unmet needs or unsolved problems; for the basic

description, providing the originator an option to access the corresponding detailed description by agreeing to an ***online license agreement***; inputting into the computer an ***indication of agreement*** by the originator to the online license agreement; and providing the originator with access via the computer to the corresponding detailed description (Powell, Claim 1). In other words, Powell fails to disclose the ***production aspect*** of the licensed products or inventions. In the instant invention, the specific needs of the consumers are collectively analyzed and met by sending corresponding orders to predetermined suppliers for the production of inventions. The orders are optimal in terms of quantity and features which are designed to met the specific needs of the registered consumer. The applicant respectfully submits that Powell merely deals with processing and grant of online license of patented invention. It fails to deal with the manufacturing or marketing difficulties of patented inventions as a whole.

(C) The examiner expressly concedes that Powell fails to anticipate that the method comprises taking part in surveys regarding interests and needs of registered consumers and storing the relevant information into a purchasing database. As such, the applicant respectfully submits that the rejection under 35USC102(e) should be withdrawn in light of the newly drafted independent claim 23.

Response to Rejection of Claims 7-9, 13, 14, 15, 16, 19, 20, 21, 22 under 35USC103

7. The Examiner rejected claims 7-9, 15, 16, 20 under 35USC103(a) as being unpatentable over Powell in view of Mintz (US 6,250,930). Pursuant to 35 U.S.C. 103:

"(a) A patent may not be obtained thought the invention is **not identically** disclosed or described as set forth in **section 102 of this title**, if the **differences** between the subject matter sought to be patented and the prior art are such that the **subject matter as a whole would have been obvious** at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negatived by the manner in which the invention was made."

8. In view of 35 U.S.C. 103(a), it is apparent that to be qualified as a prior art under 35USC103(a), the prior art must be cited under 35USC102(a)~(g) but the disclosure of the prior art and the invention are not identical and there are one or more

differences between the subject matter sought to be patented and the prior art. In addition, such differences between the subject matter sought to be patented **as a whole** and the prior art are obvious at the time the invention was made to a person having ordinary skill in the art to which the subject matter pertains.

9. In other words, the differences between the subject matter sought to be patent as a whole of the instant invention and Powell which is qualified as prior art of the instant invention under 35USC102(e) are obvious in view of Mintz at the time the invention was made to a person having ordinary skill in the art to which the subject matter pertains.

10. The applicant respectfully submits that the differences between the instant invention and Powell are not obvious in view of Mintz under 35USC103(a), due to the following reasons:

(D) The examiner is of the view that it would have been obvious for one having ordinary skill in the art to modify Powell and includes the steps of taking part into surveys and storing the information into a purchasing database as taught by Mintz in order to better market the products. The applicant respectfully disagrees. As mentioned earlier, Powell concerns a method and apparatus for effectuating bilateral commerce in ideas. In one embodiment, the apparatus of the Powell's invention includes a controller that receives ideas from originators. The controller classifies the ideas according to topic, industry, intended user, or other characteristic or input variable and makes a nondisclosing synopsis (summary or description) of the ideas available individually and/or globally to one or more potential users. Potential users have the option to review all nondisclosing synopses or define relevant search criteria that is utilized by the controller's search engine to search the fully disclosed idea database and display relevant nondisclosing synopses with a corresponding relevancy rank (Powell, Paragraph 0013). Moreover, it is disclosed that in an alternative embodiment, ***the user is not granted access to the fully disclosed idea unless and until the originator grants the identifiable user access***. In this embodiment, the user, upon attempting to access the fully disclosed idea, is informed by the system that authorization from the corresponding originator is required. The user is then requested by the system to input identifying and other required information. The corresponding originator is notified by the central controller that a user desires access to the fully disclosed idea. The notification

contains the relevant identifying and other information about the user. If the originator does not wish this particular user to access the fully disclosed idea, the user is informed by the central controller that access has been denied. If the originator approves of the user, the user is notified by the central controller that access has been granted (Powell, Paragraph 0014). In other words, Powell does not concern with streamlining and resolving the difficulties of developing and marketing patented inventions.

(E) On the other hand, Mintz concerns a system and a method for ***conducting opinion surveys*** using electronic mail (e-mail) as the transport mechanism is disclosed. A multimedia-enhanced e-mail message is created using an authoring tool in conjunction with a web command launcher. The responses from the various recipients are collected automatically, filtered and stored in one or more databases using a proprietary aggregation engine. The stored responses are then analyzed using an analysis engine to generate one or more reports for distribution under the direction of a user (Mintz, Abstract). In other words, Mintz has nothing to do with a Consumer-to-Business method for consolidating consumer powers. Instead, Mintz merely deals with online surveys generally.

(F) The examiner seems to assert that Paragraph 0247 disclosed in Powell anticipates step (e) of the instant invention. Paragraph 0247 reads:

"... If an originator is interested in reviewing the entire fully disclosed need, originator clicks on the "access" icon. ***The originator is then asked by the system to agree to the terms of a license agreement granting the user the right to review and consider the user's fully disclosed need.*** If originator agrees, originator is granted access to the entire need for consideration pursuant to the terms of the online license agreement. If originator is interested in proposing a solution to the user's need (e.g., a slogan such as "ACE is the place with the helpful hardware man") for use by the soliciting user, originator submits the proposed solution as an FDI (fully disclosed idea) in the manner described above. The soliciting user is then able to review all NDSs submitted as proposed solutions and to access, pursuant to an online license agreement, only those fully disclosed solutions which the user determines warrant further consideration. If soliciting user identifies a slogan it wishes to use, user negotiates for the right to use the originator's proposed slogan. Terms are negotiated, ***payment is submitted to originator, and user is granted the right to use originator's slogan according to the terms of a negotiated agreement***".

The relevant of Paragraph 0247 of Powell patent application has been highlighted above. It is obvious that the payment made by the user is for using the ***originator's slogan*** according to the terms of a negotiated agreement. As a result, this part of disclosure has nothing to do with accepting orders of at least one of the invention products through the Consumer-to-Business (C2B) network from at least one of the registered consumers, in such a manner that the registered consumer is able to decide to selectively ***purchase the corresponding invention products at a predetermined volume and a predetermined price***, and requesting payments from the registered consumers for the ordered invention products of the registered consumers, ***wherein the registered consumer is also allowed to designate a place for picking up the invention products***. Step (e) concerns with purchasing the ***tangible*** products of a patented inventions, and not just merely purchasing an ***intangible*** intellectual property license through online license agreement. By harmonizing the production of inventions, the market for the relevant inventions can be made equilibrium through accurate assessment of demand and supply. Mere purchasing of intellectual property rights would not resolve the problems identified in the instant invention.

(G) The examiner seems to assert that Paragraph 0247 disclosed in Powell anticipates step (f) of the instant invention. Paragraph 024 reads:

"***If a user desires to obtain the right to use the FDI or otherwise an option, license, preemptive right, or assignment of the FDI, that user proposes terms of an FDI transfer agreement and communicates the offer to central controller.*** Central controller receives proposed FDI transfer agreement and assigns a unique tracking number. FDI transfer agreement status is set to "active." FDI transfer agreement is stored in FDI transfer agreement database and then transmitted to the originator for review and consideration. If originator does not bind user by accepting the proposed terms of the FDI transfer agreement, FDI transfer agreement is transmitted back to user and status of the FDI transfer agreement changes to "completed." User may then submit subsequent proposed FDI transfer agreements using the same procedure as outlined above. If originator binds, the originator communicates acceptance of the FDI transfer agreement to central controller and status of the FDI transfer agreement changes to "completed." In another embodiment, the terms of an FDI transfer agreement are specified by the originator and included in the FDI transmitted to the user... "

In other words, it is very obvious that what Powell means in the disclosure is that the user may have the option of purchasing an intellectual property rights from the relevant originator. It does not, however, anticipate the step of determining and contracting with one or more ***suppliers*** as contracted suppliers to ***produce the ordered invention products at the predetermined volume***, wherein the determining and contracting with the suppliers are accomplished through the steps of step of analyzing the ***purchasing database*** by the Central Processing Center (CPC) to determine most demanded invention products from the registered invention products requested by the registered Consumers and leave other the registered invention products with lower demands for further uses, ***locating potential suppliers*** and negotiating for best terms and specifications of the demanded invention products by the Central Processing Center (CPC), and ***placing deposit*** from the registered Consumers ***directly to the contracted supplier*** upon agreement made between the Central Processing Center (CPC) and the contracted supplier. The instant invention is talking about producing the ***products covered by the relevant inventions***, Powell is talking about purchasing the ***intellectual property right*** concerning the relevant inventions. In fact, when the intellectual property rights have been acquired, the 'user' may, due to change in market condition, simply choose ***not*** to produce the licensed products.

(H) The examiner again asserts that Paragraph 0247 disclosed in Powell anticipates step (g) of the instant invention. Since there is no actual production and delivery of the product disclosed in Powell, the applicant respectfully submits that step (g) cannot be anticipated by Powell.

(I) As a result, since there are substantial differences between Powell and the instant invention apart from those identified by the examiner, it cannot be obvious for one having ordinary skill in the art to combine Powell and Mintz in order to produce the instant invention.

(J) The Examiner appears to reason that since Powell teaches that intellectual property rights may be accomplished through online transactions, it would have been obvious to one skilled in the art to combine Powell with Mintz in order to produce the instant invention. But this is clearly **not** a proper basis for combining references in making out an obviousness rejection of the present claims. Rather, the invention must be considered as a whole and there must be something in the reference

that suggests the combination or the modification. *See Lindemann Maschinenfabrik GMBH v. American Hoist & Derrick*, 221 U.S.P.Q. 481, 488 (Fed. Cir. 1984) ("The claimed invention must be considered as a whole, and the question is whether there is something in the prior art as a whole to suggest the desirability, and thus the obviousness, of making the combination"), *In re Gordon*, 221 U.S.P.Q. 1125, 1127 (Fed. Cir. 1984), ("The mere fact that the prior art could be so modified would not have made the modification obvious unless the prior art suggested the desirability of the modification.") *In re Laskowski*, 10 U.S.P.Q.2d 1397, 1398 (Fed. Cir. 1989), ("Although the Commissioner suggests that [the structure in the primary prior art reference] could readily be modified to form the [claimed] structure, "[t]he mere fact that the prior art could be modified would not have made the modification obvious unless the prior art suggested the desirability of the modification.") In the present case, there is no such suggestion. Powell and Mintz perform very different types of business methods. The advantage suggested by the examiner (better market the product) simply does not match with the problems identified by the instant invention, which is to provide a consumer-to-business (C2B) method for consolidating consumer powers in activating market economy for innovative products by utilizing some secured networks, such as a global computer network, to consolidate consumer powers in grouping purchase orders for marketing new invention or innovative products or services, that will be powerful enough to negotiate for a very special terms and process for the invention or design products or services from the manufacturers and/or the suppliers. The inventors may request the suppliers to ***productize*** their inventions and make required modifications on their inventions to develop a ***marketable invention or design products and services*** in accordance to the market needs and the requirements or expectations of the consumers. These have not been anticipated by Powell and Mintz.

(K) As a result, even combining Powell and Mintz would not provide the invention as claimed -- a clear indicia of nonobviousness. *Ex parte Schwartz*, slip op. p.5 (BPA&I Appeal No. 92-2629 October 28, 1992). That is, modifying Powell with Mintz, as proposed by the Examiner, would not provide the instant invention. Rather, the combined invention would merely be a online platform for conducting transactions of intellectual property rights.

(L) Indeed, the only mention of the features of the instant invention is in applicants own specification and claims. Accordingly, it appears that the Examiner has fallen victim to the insidious effect of a hindsight analysis syndrome where that which only the inventor taught is used against the teacher in *W.L Gore and Associates v. Garlock, Inc.*, 220 USPQ 303, 312-313 (Fed. Cir. 1983) cert. denied, 469 U.S. 851 (1984). Accordingly, applicants believe that the rejection of claims is improper and should be withdrawn.

11. Applicant believes that for all of the foregoing reasons, all of the claims are in condition for allowance and such action is respectfully requested.

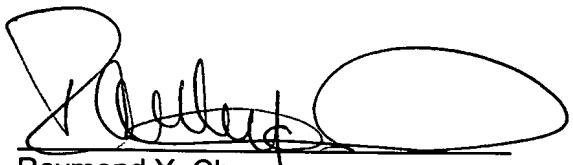
The Cited but Non-Applied References

12. The cited but not relied upon references have been studied and are greatly appreciated, but are deemed to be less relevant than the relied upon references.

13. In view of the above, it is submitted that the claims are in condition for allowance. Reconsideration and withdrawal of the rejection are requested. Allowance of claims 23-44 at an early date is solicited.

14. Should the examiner believe that anything further is needed in order to place the application in condition for allowance, he is requested to contact the undersigned at the telephone number listed below.

Respectfully submitted,



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